

**MEMORANDUM OF AGREEMENT
REGARDING NEUTRALITY AND CARD CHECK RECOGNITION**

-SAMPLE-

_____ ("the Company") and ("the Union"),
enter into this Memorandum of Agreement Regarding Neutrality and Card
Check Recognition as of the _____ day of _____, _____.

1. Duration: This Agreement is effective as of the date stated above, and shall remain in effect for as long as there is a contractual relationship with the State. Should the contractual relationship end and the Company continues to do business, the contract shall remain in effect for a period of 2 years, unless modified or terminated by mutual written agreement of the parties or their successors. The parties expressly understand, that in the event this Agreement is terminated, all of the terms hereof and the terms of any Collective Bargaining Agreement (CBA) nevertheless shall survive said termination and remain in effect with respect to any reorganization or restructuring of any bargaining unit as a result of which management creates any new subsidiary, division, or operating entity as to which no Union representation than exists and is doing contractual business with the State.

2. Applicability

(a) All card check procedures and any Union recognition provided for by this Agreement shall be applicable to all non-management employees of the Company effective with execution of this Agreement.

(b) As used herein, "the Company" means _____ and all other present and future companies, divisions, subsidiaries or operating units thereof engaged in a contractual relationship with the State.

(c) As used herein, "non-management" means employees who normally perform work in non-management job titles in accordance with the statutory requirements of the State Collective Bargaining Law, Title 39 Chapter 31 MCA. and applicable decisions of the Board of Personnel Appeals and reviewing courts. If the Union disagrees with any such determination, the parties agree to submit the issues of unit definition to arbitration as set forth in paragraph 3., below, using the afore said statutory requirements and decisions as the governing principles.

(d) In addition to the foregoing, the parties further agree that any proposed bargaining unit shall exclude applicable managerial, confidential employees, guards and supervisors as defined in the Title 39, Chapter 31 MCA.

3. Card Check Recognition Procedure

(a) When requested by the Union, the Company agrees to furnish the Union lists of employees in the bargaining unit in each applicable company entity. This list of employees will include the work location, job title, home address, email address, cell phone and phone number.

(b) If the Union desires access to the employer's work location, it will give five (5) days notice for access to Company locations. Access will be limited to one sixty (120)-day period in any twelve months for each unit agreed upon or determined as provided herein.

(c) (1) The Union and the Company shall meet within a reasonable period, but not to exceed ninety (90) days, after the effective date hereof for the purpose of defining appropriate bargaining units for all presently existing potential bargaining units. During this process, the Company will share job titles, job functions, work locations, and management structure with the Union representatives in order to facilitate agreements on the appropriate bargaining units. In the event that the parties are unable to agree, after negotiating in good faith for reasonable time, upon the description of an appropriate unit for bargaining, the issue of the description of such unit shall be submitted to arbitration administered by, and in accordance with, the rules of the American Arbitration Association (AAA). The Arbitrator shall be confined solely to the determination by the statutory requirements of the State Collective Bargaining Law. The parties agree that the decision of the Arbitrator shall be final and binding. The Company and the Union agree that the permanent Arbitrator to hear disputes with respect to this sub-paragraph shall be _____. If these Arbitrators cannot serve, the parties shall select an Arbitrator from a list or lists of prospective Arbitrators provided by the AAA.

(2) If either the Company or the Union believes that the bargaining unit as agreed or determined in (c) (1) above, is no longer appropriate due to organizational changes, then the parties shall meet and confer in good faith for the purpose of redefining the appropriate unit. In the event that the parties are unable to agree, after negotiating in good faith for a period of no more than 30 working days, upon the re-definition of an appropriate unit, the issue of the description of such unit shall be submitted to arbitration as provided in (c) (1). The only determining factor that can be used for exclusion from an existing bargaining unit between the Union and the Company with regard to re-structuring or re-organization is management status. Community of interest need not be a consideration. All new job titles will be amended into the current contract and if need be the Union and the Company agree to bargaining an addendum to the CBA to cover relevant work related issues not currently covered in the existing CBA.

(d) The Company agrees that the Union shall be recognized as the exclusive bargaining agent for any agreed-upon or otherwise determined bargaining unit(s) not later than ten (10) days after receipt by the Company of written notice from the AAA that the Union has presented valid authorization cards signed by the majority of the employees in such unit(s).

(e) The cards presented must be dated within sixty (60) days of each other, but no earlier than the date of execution of this Agreement, and each card so presented must contain at least the language set forth in this Agreement, and each card so presented must contain at least the language set forth in Attachment 1 hereto. The Company shall provide the AAA all employees, job titles and other information required for the AAA to verify the existence of more than 50 percent of employee authorizations as provided for in this Agreement.

(e) In the event the AAA determines that the Union failed to deliver to the AAA valid authorization cards signed by a majority of employees in any aforesaid bargaining unit upon completion of its card signing effort, the Union agrees not to begin any further card signing effort in such unit for a period of one year from the date on which the first card was signed.

(f) As soon as practicable after the aforesaid recognition and upon written request by the Union, the Company, or the appropriate subsidiary, division or operating unit thereof shall commence bargaining in good faith with the Union with respect to wages, hours, and other terms and conditions of employment for the employees employed within the agreed upon or otherwise determined appropriate bargaining unit.

4. Neutrality

(a) The Company agrees, and shall so instruct all appropriate managers, that the Company will remain neutral and will neither assist nor hinder the Union on the issue Union representation.

(b) For purposes of this Agreement, "neutrality" means that management shall not, within the course and scope of their employment by the Company, express any opinion for or against Union representation of any existing or proposed new bargaining unit, or for or against the Union or any officer, member or representative thereof in their capacity as such. Furthermore, management shall not make any statements or representations as the potential effects or results of Union representation on the Company or any employee or group of employees. The Union also agrees that, in the course of any effort by the Union to obtain written authorization from employees as provided for in paragraph 3. (b) above, neither the Union nor any of its officers, representatives, agents or employees will express publicly any negative comments concerning the motives, integrity or character of the Company, _____, or any of their officers, agents, directors or employees.

(c) This agreement supersedes and terminates any and all other agreements, Memorandum of Understanding, commitments, or statements of any intent regarding neutrality or card-check procedures that may exist as of the date hereof between the Union and any Company entity.

5. Valid Authorization Cards For purposes of this Agreement, a valid written authorization card shall state specifically that by signing the card, the employee agrees to be represented by the Union, using the language set forth in Attachment 1.

6. Recognition For New Entities and New Work

(a) The Company agrees that it will give the Union reasonable advance notice, once a firm management decision has been made, of its intent to effect any reorganization or restructure, or to engage in any new line(s) of business, as a result of which management expects to create any new subsidiary, division, or operating entity as to which no Union representation then exists. After execution of this Agreement, should the Company acquire new companies or engage in a new line of business or enter a new market in which there is no active labor agreement or bargaining agreement in place, the parties agree that this Agreement shall apply to that acquired company or new line of business or enterprise in a new market after that company has signed a contract for business with the State. The Union shall have access to the operations of the Company within 48 hours of a signed contract for business with the State. The collective bargaining agreement (CBA) currently in place between the Union and the Company will be amended to add any new job titles to the Unit Definition section of the CBA.

(b) Except as specified in paragraph 9., below, the Union shall retain any legal rights it may have to challenge any management decision or determination described in this paragraph 6.

7. Regulatory and Legislative Support The Union hereby agrees to continue its support before the appropriate regulatory and legislative bodies for the company's efforts to remain competitive in markets in which the Company chooses to participate, unless the Union determines such support to be in conflict with its interests. If the Union determines such a conflict exists, the Union will promptly so notify the Company and, at the request of the Company, meet to discuss and confer on such conflict.

The Company hereby agrees to support Union efforts before regulatory and legislative bodies unless the Company determines such support to be in conflict with its interests. If the Company determines such a conflict exists, the Company will so notify the Union and will, if requested by the Union, meet to discuss and confer on such conflict.

8. Job Offers To Employees In Existing Bargaining Units

In connection with any reorganization, restructuring or other event that gives rise to application of the terms of this Agreement, and which involves either:

9. Dispute Resolution All disputes concerning the meaning or application of the terms of this Agreement shall be handled and addressed by the meeting of designated representatives of the Company and the Union. Either party may request such a meeting and each party pledges its best efforts to address any and all concerns raised as to the meaning or application of this Agreement. The meaning or application of this Agreement shall be subject to arbitration.

10. Severability Should any portion of this Agreement be voided or held unlawful or unenforceable by the Board of Personnel Appeals or any court of competent jurisdiction, the remaining provisions shall remain in full force and effect for the duration of this Agreement.

THE UNION

THE COMPANY

By _____

By _____

Date _____

Date _____

**ATTACHMENT 1 TO MEMORANDUM OF AGREEMENT REGARDING CARD
CHECK RECOGNITION**

The Union _____

I hereby join with my fellow workers in organizing a Union to better our conditions of life and secure economic justice. I have voluntarily accepted membership in the (Union), AFL-CIO, and declare that this Union shall be my representative in collective bargaining over wages, hours, and all other conditions of employment.

I understand that if (Union) presents cards for recognition signed by more than 50 percent of the _____ employees eligible to be in the bargaining unit. (Company name) will recognize (Union) as the bargaining representative of this unit without a representation election being conducted by the BOPA and (Company name) would bargain with (Union) concerning the terms of my employment and my working conditions.